

General terms and conditions for using the electrical vehicle charging service (hereinafter Endolla Barcelona)

Identification data of the service operator:

Barcelona de Serveis Municipals, SA (single-member company of Barcelona City Council), registered at Carrer Calàbria, 66, 08015 Barcelona, with Tax ID (NIF) No. A-08765919

Service owner:

Barcelona City Council, registered at Plaça de Sant Jaume, 1, 08002 Barcelona, with Tax ID (NIF) No. P-0801900B

BACKGROUND

The operator of the electric vehicle charging service (Endolla Barcelona) is Barcelona de Serveis Municipals, SA (single-member company of Barcelona City Council), registered in Barcelona at Carrer Calàbria, 66, 08015 Barcelona, with Tax ID (NIF) A-08765919.

ONE. OBJECT OF THE CONTRACT

The object of this contract is to regulate the terms and conditions for using the electric vehicle recharging service, known as the Endolla Barcelona brand, in Barcelona city.

The Endolla Barcelona service consists of the use of the recharging points belonging to the service by users in accordance with the terms and conditions of use described in this contract.

TWO. ENDOLLA BARCELONA AREA OF USE

Endolla Barcelona's area of use is limited exclusively to the urban area within the Barcelona municipal boundary, in accordance with the municipal byelaws.

THREE. TERMS AND CONDITIONS FOR REGISTERING AS AN ENDOLLA BARCELONA SERVICE USER

1. Natural persons of legal age and legal persons with their own legal personality, who sign this contract and who, to that effect, register as users, following the procedure described in this contract, will be able to register as Endolla Barcelona service users.

Payment will be charged to a bank card.

FOUR a) PROCEDURE FOR REGISTERING WITH THE SERVICE

Natural and legal persons who comply with the requirements indicated and who wish to register with the service will have to follow the procedure described in this clause.

1) Online registration procedure

A person wishing to register must visit the smou website (<https://zonusuaris.smou.cat/register>) and complete the smou registration procedure stating, if necessary, their personal profile or business profile (professionals using electric vehicle fleets). They must then activate the Barcelona Endolla Service, stating the type of payment, where they expressly accept the terms and conditions set out in this contract.

The fact of marking the corresponding section of the website, in relation to this contract, means the user expressly accepts the terms and conditions of said contract and states they are familiar with its contents.

It will also be necessary to register a bank card and an electric vehicle, stating which group: car, motorbike, taxi or DUM (urban goods distribution). In the case of a taxi or DUM, the user will have to use the contact form on www.endolla.barcelona.

The term for Endolla Barcelona service registration will depend on the method of payment selected:

- Subscription payment methods: the term of the subscription will start when the user registers.
- Pay-for-use method: the term will run from when the user activates the Endolla Barcelona service until they deactivate it.

2) *Registration procedure using the smou app*

A person wishing to register must access the smou mobile app, which can be downloaded for free, and complete the registration process in smou with their personal profile.

Users requiring a company profile (electric vehicle fleet professionals) can only register through the website. They must then activate the Barcelona Endolla Service, stating the type of payment, where they expressly accept the terms and conditions set out in this contract.

The fact of marking the corresponding section of the application, in relation to this contract, means the user expressly accepts the terms and conditions of said contract and states they are familiar with its contents.

It will also be necessary to register a bank card and an electric vehicle, stating which group: car, motorbike, taxi or DUM (urban goods distribution). In the case of a taxi or DUM, the user will have to use the contact form on www.endolla.barcelona.

The term for Endolla Barcelona service registration will depend on the method of payment selected:

- Subscription payment methods: the term of the subscription will start when the user registers.
- Pay-for-use method: the term will run from when the user activates the Endolla service until they deactivate it.

FOUR b) RENEWING THE SERVICE

1) *Subscription payment methods*

With regard to renewing a service subscription, 15 (fifteen) days before it ends, the user paying the subscription will receive an email informing them renewal is due. The user will then have the option of cancelling the subscription by stating they do not wish to renew it. In that case, the subscription will not be renewed and the user will continue enjoying use of the Barcelona Endolla service with the payment-for-use method.

Otherwise, it will be understood that the user wishes to renew their subscription, which will be done automatically.

2) *Pay-for-use method*

The pay-for-use method has no set period so there is no possibility of renewing the service. The Endolla service will remain activated until such time as the user deactivates it through the Smou mobile app or in the Smou user area of the website.

FIVE. PAYMENT METHODS

Users may opt for any of the payment methods described on the website or the app. They will be active for the period that corresponds to that method.

1) Subscription payment methods

In the case of subscription, users will be active for a period of 1 (one) year, which will begin the moment they register.

They will be able to change the subscription method by selecting another method for a higher amount, under the following conditions:

- The subscription will come into effect the day after the request and remain valid until the subscription to the selected payment option ends.
- The amount payable will only be the difference between the first payment option chosen and the second, regardless of the date of the change.

Once the valid period ends, the subscription will be renewed automatically for the established period, depending on the method chosen.

2) Pay-for-use method

In this case, the user will be able to change their method of payment at any time.

SIX. UNSUBSCRIBING FROM THE SERVICE

1. Users may unsubscribe from Endolla Barcelona at any time by deactivating the service through the Smou mobile app or the smou user area on the website.
2. Non-payment of any smou service will deregister the user from all smou services, including Endolla Barcelona.

1) Subscription payment methods

Users may unsubscribe from Endolla Barcelona at any time by deactivating the service through the smou mobile app or the smou user area on the website. If they do not want to renew their subscription automatically, they will have to indicate that through the smou user area.

Unsubscribing from the service does not imply the refund of any amount of subscription.

2) Pay-for-use method

Users may unsubscribe from Endolla Barcelona at any time by deactivating the service through the smou mobile app or the Smou user area on the website.

SEVEN. TERMS AND CONDITIONS FOR USING THE SERVICE

1. To be able to book a point or start recharging, the user will have to specify at least one vehicle as an 'electric vehicle'. The type of vehicle will have to be specified as a car or motorbike.
2. To start recharging, users will have to park their vehicle in the authorised space, open the smou app and select 'Start charging'. The service will activate a QR code reader and you will have to focus your camera on the QR code on the recharging point. Once identified, the point will be activated and the customer will have sufficient time to plug in the vehicle.
3. In the case of on-street charging points, if the user's camera is not working properly or the code is not clearly visible, the user will be able to start charging by selecting the point on the map and enabling the start recharging button. The customer's location will be verified by GPS. If they are not near that point, the recharging service will not be activated.
4. To use points in the B:SM Car Parks, you will need to go in with your vehicle (parking recharges are not included in the Endolla Barcelona service.)
5. There are four groups of recharging points: car, motorbike/scooter, taxi and DUM (urban goods distribution). A recharging point can only be activated or booked by selecting a vehicle in the same group as the point.
6. To make a booking, the user will have to choose the desired point on the map and select the 'Book' option. Only on-street points can be booked as this option is excluded in the case of B:SM Car Parks. The user will have 20 minutes to get to the point and start charging. If the booking time is exceeded, the point will be freed and any other user will be able to use it. Nor will it be possible to make successive bookings. Once a booking has expired or been cancelled, the customer will have to wait a certain time before they can make a new one.
7. Users have the right to use an electrical recharging space for the time stipulated on the space sign, in the case of on-street points. In the case of points in B:SM Car Parks, the maximum recharging time is 12 hours. In the case of on-street points, users will also have the possibility of booking a recharging service 20 minutes beforehand.
8. They will receive a recharging receipt on their mobile indicating the start time, end time, charge delivered and recharging point. This receipt can be consulted from the mobile app and the website user area: www.smou.cat.
9. Service times and rates
 - Service times and rates will be those published and in force on the website at any time for each method.
 - Either way, it will show the amount corresponding to the service subscription and the rates, in accordance with the provisions of this contract.
 - For restructuring, maintenance or other reasons, the service may temporarily limit the times or availability of Endolla Barcelona stations.
 - The user authorises Endolla Barcelona to collect payment by means of the enabled payment system of the rates that may be generated for using the service, as well as the amount for the measures that may be adopted, in accordance with the amounts in force on the service website

and with the provisions envisaged in this contract.

EIGHT. USER'S RIGHTS

The following user's rights will be expressly recognised, regardless of any other right that may correspond to them in accordance with current legislation.

1. Users that have completed all the registration process for the Endolla Barcelona service will have the right to use the recharging points, in line with the terms and conditions stated in this contract and current legislation in force.
2. Users will have the right to find the system's recharging points in working order, in accordance with the provisions of this contract.
3. Request and receive information on the service.
4. Make suggestions, claims and complaints by email, the website mail box, ordinary post or in person, at the Customer Service Office, or by using the mobile app technical support form.
5. Receive a reply to suggestions, claims and complaints within a maximum of one month.
6. Be informed of service incidents through the website or by any other means.
7. Receive compensation, where appropriate, once the user has verified the accident was caused by Endolla Barcelona malfunctioning and when no blame, negligence or deception can be attributed to the user.
8. Be informed of the rates and measures that might be adopted and, in the latter case, submit any arguments they consider opportune.
9. In the event of Endolla Barcelona collecting an undue payment by mistake, the user shall be entitled to a refund of that amount within one month from the service declaring it was wrongly collected.

NINE. SPECIFIC DUTIES OF THE USER

1. Users agree to make proper use of the recharging point facilities. Should a user not use them in the proper manner, B:SM reserves the right to undertake the measures it deems appropriate against that user regarding the improper use of the facility, for example, by demanding payment for the cost of repairing the facility, submitting a claim for the damage caused by this improper use and permanently excluding the user from the recharging service.
2. The available spaces for recharging vehicles shall be used solely and exclusively for that purpose and for the maximum time established on the signs at the recharging point.
3. Should the place be used for more than the maximum established time, B:SM reserves the right to take the necessary action to ensure it can be used by other users.

4. Undue use of the spaces may give rise to a fine or the vehicle may be towed away by the Municipal Towing Service, with the corresponding costs of that service.
5. B:SM shall not be responsible for any cause outside its control that prevents a user from recharging their vehicle, whether it is for technical reasons or due to vandalism or other anti-social behaviour.

TEN. EXPRESS PROHIBITIONS

Apart from the types of behaviour described throughout this contract, as well as those described in applicable legislation, the following will be expressly prohibited:

- a) Partial or total disassembly or tampering with the recharging point or its components.
- b) Using the recharging point for commercial purposes.
- c) Using the Endolla Barcelona brand or logo without its authorisation.
- d) Putting slogans, drawings or the like on the recharging point, in accordance with the provisions of Article 21.1 of the Byelaw on the Use of Byways and Public Spaces in Barcelona, or any other regulation that might replace or amend it.
- e) Doing any kind of graffiti, painting, marking, scrawling, writing, engraving or graphics with any kind of material (dye, paint, organic material or the like) or scratching the surface of the charging point, in accordance with Articles 20 and 21 of the Byelaw on Measures for Fostering and Ensuring Civic Conviviality in Barcelona's Public Spaces, or any other regulation that might replace or amend them.

ELEVEN. APPLICABLE LEGAL SYSTEM AND ARBITRATION

1. This is a private contract.
2. Its interpretation is subject to the application of applicable civil legislation, and expressly subject to application of the Byelaw on Pedestrian and Vehicle Traffic, the Byelaw on Measures for Fostering and Ensuring Civic Conviviality in Barcelona's Public Spaces and the Byelaw on the Use of Public Spaces and Byways in Barcelona.
3. The issues that may arise in relation to their application, implementation or interpretation shall be subject to the arbitration procedure established by the Barcelona Consumer Arbitration Board, the Catalan Arbitration Board, the Transport Arbitration Board or the Barcelona Arbitration Board.